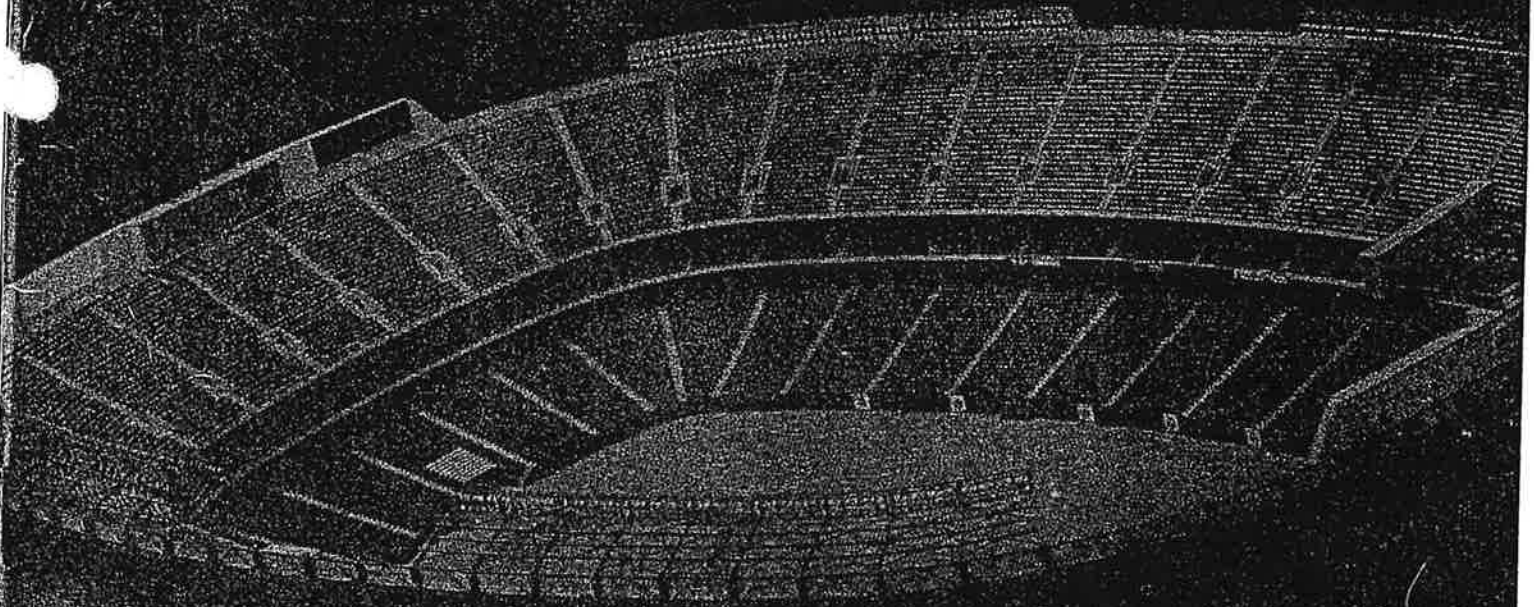


EXHIBIT B

summary plan description

**Bert Bell/Pete Rozelle
NFL Player Retirement Plan**

pension



Bert Bell/Pete Rozelle NFL Player Retirement Plan
200 St. Paul Place, Suite 2420
Baltimore, MD 21202-2040
(800) 638-3186

December 1999

Dear NFL Player:

We are pleased to present you with this booklet summarizing the Bert Bell/Pete Rozelle NFL Player Retirement Plan ("Retirement Plan"). The Retirement Plan is a way of recognizing your years as a Player with the NFL and of providing you with pension and disability benefits and offering survivor protection for your spouse and family.

This booklet describes the main features of your Retirement Plan, how to qualify for benefits and how benefits are calculated. Certain important terms are defined in the Appendix and are italicized throughout this booklet. You will also learn what methods of payment are available.

This booklet describes the Retirement Plan and includes changes resulting from the 1998 Extension to the 1993 Collective Bargaining Agreement between the National Football League Players Association ("NFLPA") and the National Football League Management Council ("NFL Management Council"). (The 1993 Collective Bargaining Agreement and any extensions thereto will be referred to as the "1993 CBA.") This booklet also reflects other changes to the Retirement Plan that have been adopted since April 1995.

Please read this booklet carefully and show it to your family. It is important that they be aware of your pension and disability benefits and the Retirement Plan's survivor protection features. Please keep this booklet in your permanent records.

This booklet summarizes your Retirement Plan in everyday language. It is not a substitute for the official Retirement Plan document, and, in the event of a conflict, the Retirement Plan document will be followed. If you would like to review the official Retirement Plan document, please contact the Plan's Administrative Offices at the above address. The staff there also will be pleased to answer any questions you may have about your eligibility or your benefits.

Sincerely,

The Retirement Board

Retirement Plan

| | | | |
|--|-----------|---|-----------|
| How Do You, as a Player, Become a Retirement Plan Participant? | 1 | What Happens to Your Total and Permanent Disability Benefit When You Reach Age 55? | 14 |
| How Do You Become a Vested Player? | 2 | How Are Your Wife and Children Protected When You Die? | 15 |
| How Does Your Time as a Player or an Employee of a Club Count? | 3 | Widow's and Surviving Children's Death Benefit | 15 |
| Credited Season | 3 | Pre-retirement Death Benefit | 16 |
| Years of Service | 4 | Death Benefits After Retirement Benefits Have Begun | 16 |
| Is it Possible to Lose Your Credited Seasons or Your Years of Service? | 4 | What Special Rules Apply to Certain Players? | 17 |
| What Are Your Retirement Benefits? | 5 | Who Makes Contributions in Support of the Retirement Plan? | 18 |
| What Are Your Benefit Credits? | 5 | May IRS Rules Limit Your Retirement Benefits? | 18 |
| When Are You Eligible for a Pension? | 6 | How Are Your Retirement Plan Benefits Taxed? | 19 |
| How Is Your Retirement Benefit Paid? | 7 | Income Tax on Distributions | 19 |
| May You Receive an Early Payment Benefit Before You Retire? | 8 | Other Possible Taxes | 19 |
| When Are You Eligible for Disability Benefits? | 9 | Direct Rollovers | 19 |
| Total and Permanent Disability Benefits | 9 | What Happens to Your Benefits if You Are Divorced? | 20 |
| Line-of-Duty Disability Benefits | 10 | What Else Do You Need to Know About Your Retirement Plan? | 21 |
| Appointment of Board-Certified Physicians | 10 | Administration and Type of Plan | 21 |
| What Are Your Total and Permanent Disability Benefits? | 11 | Plan Amendment or Termination | 22 |
| Amount | 11 | Plan Assets | 22 |
| Psychological and Substance Disabilities | 11 | How to Apply for Benefits | 22 |
| Classification Rules | 12 | Assignment of Benefits | 23 |
| Benefits for Dependents | 12 | Appeal Procedures | 23 |
| Payment and Duration | 12 | Information—Your ERISA Rights | 23 |
| What Are Your Line-of-Duty Disability Benefits? | 13 | PBGC Insurance | 24 |
| Amount | 13 | Your Obligations | 25 |
| Payment and Duration | 13 | Other Important Facts About the Retirement Plan | 26 |
| Can You Receive Both the Line-of-Duty Disability Benefit and the Total and Permanent Disability Benefit at the Same Time? | 13 | Appendix—Definitions | 27 |
| What About Your Entitlement to the Other (Non-Disability) Retirement Plan Benefits After Your Disability Benefits Expire? | 13 | | |

**How Do You, as a Player,
Become a Retirement Plan Participant?**

You automatically participate in the Bert Bell/Pete Rozelle NFL Player Retirement Plan ("Retirement Plan") if you satisfy the Retirement Plan's definition of *Player*. Basically, you are a *Player* if you are or were under contract to play football in the NFL (or AFL) and you are or were:

- On a Club's Active or Inactive List, or
- Injured in the course of your NFL employment and paid under your contract for all or part of the season that you are injured.

The definition of *Player* in the Appendix also has special rules that allow some other former NFL *Players* to participate.

Becoming a Vested Player

How Do You Become a Vested Player?

You will receive retirement benefits only if you are a *Vested Player*. The full definition of *Vested Player* is in the Appendix.

Generally, you are a *Vested Player* if:

- You earn three or more *Credited Seasons*, including at least one *Credited Season* after the 1992 season; or
- You earn four or more *Credited Seasons*, and either (1) earn at least one *Credited Season* after the 1973 season or (2) are alive on June 1, 1998; or
- You earn five or more *Credited Seasons*.

You also may become vested under special vesting rules ("Special Vesting Rules"). You can learn more about these special vesting rules by looking at the full definitions of *Vested Player*, *Employee*, *Year of Service* and *Hour of Service* in the Appendix. For example, you are vested if you once qualified, but no longer qualify, for total and permanent disability benefits, or if you are an *Employee* in the NFL when you reach age 55. (You are an *Employee* in the NFL if you work for an NFL Club, whether as an *Active Player* or otherwise [for example, as a coach] as long as your employment other than as an *Active Player* immediately precedes or immediately follows, without interruption, your employment as an *Active Player*.) Also, if you are an *Employee* in the NFL after March 31, 1975 (for example, as a coach), you may become vested in your benefit credits for purposes of determining your retirement benefit or your spouse's pre-retirement death benefit if you have a total of 10 *Years of Service* (or 4 *Years of Service* if you are an *Employee* after March 31, 1989, or 3 *Years of Service* if you are an *Employee* after March 31, 1993, and at least one of your *Years of Service* was earned after such date and was a *Year of Service* in which you did not earn a *Credited Season*).

How Does Your Time as a Player or an Employee of a Club Count?

Your time as a *Player* or an *Employee* of a Club is counted in **two** ways: (1) in *Credited Seasons* or (2) in *Years of Service*.

Credited Season

A *Credited Season* is any of the following:

- A season in which you are employed as an *Active Player* on the date of three or more regular-season or post-season NFL games (except the Pro Bowl), not including game dates when you were on the Future List,
- A season in which you incur an injury in the course and scope of your employment for a Club and for which you are paid the equivalent of your salary for three or more games, or for a number of games which, when added to otherwise credited games, totals three or more,
- The season within the *Plan Year* (April 1–March 31) in which your death or disability occurs, provided you have reported to at least one official pre-season training camp or official practice session,
- One or more seasons in which you are not employed because of service in the US Armed Forces, but only for the period that your reemployment rights are protected by federal law, and only if you return as an *Active Player* by the later of 90 days (or a longer period prescribed by law) or the opening of the official pre-season training camp next following the expiration of such reemployment rights, and satisfy any other conditions prescribed by law,
- Any seasons, to the extent necessary to make you a *Vested Player*, during the period from April 1, 1941, through March 31, 1947, in which you are not employed because of service in the US Armed Forces, provided that you were alive on June 6, 1994, and you were under contract to play football during the 1-year period before you entered military service, or
- Any seasons, to the extent necessary to make you a *Vested Player*, during the period April 1, 1950, through March 31, 1955, in which you are not employed because of service in the US Armed Forces, provided that you were alive on May 1, 1996, and you were under contract to play football during the 1-year period before you entered military service.

A season means the period beginning with the date of the first regular-season NFL game and ending with the completion of the Super Bowl Game. A season is identified by the calendar year in which the season begins. For example, the 1994 season is the season starting in 1994. You cannot earn more than one *Credited Season* during a season.

You can learn more about these special rules by looking at the full definitions of *Credited Season* and *Active Player* in the Appendix.

Years of Service

Years of Service

You earn a *Year of Service* if you are an *Employee* during a *Plan Year* (April 1–March 31) and you complete at least 1,000 *Hours of Service* or earn a *Credited Season*. A *Year of Service* includes time as a *Player* or as an *Employee* with a *Club* other than as a *Player*. However, for your *Years of Service* to count, your employment with a *Club* other than as a *Player* must immediately precede (for example, on a practice squad) or follow (for example, as a coach) your service as an *Active Player*.

Example

If you were employed in 1993 as a *Player* for two *Credited Seasons* and immediately thereafter were hired by a *Club* as a coach or front-office employee, and you remained so employed for another year, you would have a vested right to a pension under the Retirement Plan based on three *Years of Service* even though you had only two *Credited Seasons*. However, the amount of your pension would reflect only the two *Credited Seasons*.

You can learn more about whether you have earned a *Year of Service* by looking at the full definitions of *Year of Service* and *Hour of Service* in the Appendix.

Is it Possible to Lose Your Credited Seasons or Your Years of Service?

No.

What Are Your Retirement Benefits?

You must file a Benefit Election Form with the Plan's Administrative Offices to begin receiving your retirement benefits. You can obtain a Benefit Election Form from the Plan's Administrative Offices.

The amount of your monthly retirement benefit depends on three factors:

- How many benefit credits you have earned,
- When you choose to begin receiving your retirement benefits, and
- The form in which you choose to receive your retirement benefits.

Keep in mind that you must be a *Vested Player* (see page 2) to receive retirement benefits. Also, keep in mind that after you elect to receive your retirement benefits you will no longer be eligible to receive benefits because of a total and permanent disability (described on pages 11–14) and, when you die, your surviving spouse and minor children will no longer be eligible to receive the widow's and surviving children's death benefit (described on pages 15–16).

What Are Your Benefit Credits?

If you are a *Vested Player*, your normal retirement pension (that is, the pension payable beginning with the first of the month after your 55th birthday) is a monthly amount equal to the sum of your benefit credits.

You earn a benefit credit for each of your *Credited Seasons* according to the following table:

| Credited Season | Benefit Credit |
|---|----------------|
| Before 1968 | \$100 |
| 1968 and 1969 | \$130 |
| 1970 | \$170 |
| 1971 | \$175 |
| 1972 through 1976 | \$185 |
| 1977 through 1981 | \$200 |
| 1982 through 1992 | \$230 |
| 1993 through 1994 | \$240 |
| 1995 through 1996 | \$285 |
| 1997 | \$330 |
| 1998 through the Final League Year (as defined in the 1993 CBA): | \$425 |

Retirement Benefits

When Are You Eligible for a Pension?

The Retirement Plan provides for the payment of retirement benefits at three different times: normal retirement, early retirement and deferred retirement. Disability benefits, and survivor benefits for your widow or children if you die before or after retirement, are described later in this booklet.

- **Normal Retirement.** If you are a *Vested Player*, you are eligible to begin receiving a normal retirement pension at your normal retirement date. Your normal retirement date is the first day of the month beginning after your 55th birthday (or your 55th birthday if it falls on the first day of the month).
- **Early Retirement.** If you are a *Vested Player* with a *Credited Season* prior to the 1993 *Plan Year*, you may elect an early retirement pension to begin on the first day of any month on or after your 45th birthday and before your normal retirement date. However, you may not elect to receive an early retirement pension while you are working for a Club (for example, as a coach). If you elect to receive an early retirement pension, the amount of your monthly benefit will be actuarially reduced because it is expected that you will be receiving a pension for a longer time. Also, once you begin receiving your retirement benefits, your surviving wife or minor children will not be eligible to receive the pre-retirement death benefits (described later in this booklet), nor will you be eligible to receive total and permanent disability benefits (described later in this booklet).
- **Deferred Retirement.** If you are a *Vested Player*, you may elect to begin receiving retirement benefits as of the first day of any month after you reach age 55. However, unless you had a *Credited Season* between 1989 and 1992, your benefits must begin no later than the month following your 65th birthday. If you had a *Credited Season* between 1989 and 1992, your benefits must begin no later than April 1 of the calendar year following the calendar year in which you attain age 70½.

If you elect to delay receipt of your pension beyond your 55th birthday, the amount of your monthly benefits will be actuarially increased because it is expected that you will be receiving a pension for a shorter time.

The payment of your retirement benefits will not begin until you so elect and provide whatever information is requested by the Plan's Administration Offices, unless payment is required by federal law.

Example

A *Player* earns *Credited Seasons* for the years 1988 through 1994, inclusive. The benefit credits add up to \$1,630 (\$230 + \$230 + \$230 + \$230 + \$230 + \$240 + \$240). When he reaches age 55, he will be eligible for a benefit of \$1,630 per month payable for as long as he lives. If payment begins before or after normal retirement, this amount will be actuarially adjusted to reflect payment over a longer or shorter period, as applicable. If he elects an early retirement pension when he reaches age 45 (this option is not available for *Players* without a *Credited Season* prior to the 1993 *Plan Year*), his monthly pension will be \$736.76. If he elects a deferred retirement pension when he reaches age 65, his monthly pension will be \$4,268.97. Benefits are also payable in other forms, as explained in the following section.

How Is Your Retirement Benefit Paid?

When you file your Benefit Election Form, you can choose from the following forms for receiving your retirement benefits. If you choose a form other than a Life-Only Pension if you are single, or a Qualified Joint and Survivor Annuity if you are married, you must file your choice not more than 90 days before your benefit begins. The Plan's Administrative Offices will give you a written explanation of your choices between 30 and 90 days before your benefit begins. Also, if you are married when you begin receiving your retirement benefits, you may choose a form of benefit that is not a Qualified Joint and Survivor Annuity only if your wife gives her written consent (on the Benefit Election Form), and her consent is witnessed by a notary public. However, if the present value of your entire benefit is \$3,500 or less, the entire benefit will be paid to you in a lump sum at the time you terminate employment with a Club.

- **Life-Only Pension.** Under this form of retirement benefit, you will receive equal monthly payments for your lifetime only. After you die, no additional benefits will be paid, even if you have a surviving wife or children at that time. If you are not married when your retirement benefits begin, your benefits will be paid in this form unless you elect otherwise.
- **Qualified Joint and Survivor Annuity.** If you are married on your retirement pension beginning date, benefits will be paid to you in the form of a Qualified Joint and Survivor Annuity unless you elect one of the optional forms of payment discussed below (and your wife gives her written consent, as discussed above). The Qualified Joint and Survivor Annuity gives you a reduced monthly pension during your lifetime. Then, when you die, your surviving wife will receive 50% of the pension you were receiving. If your spouse dies before you die, then no benefits are paid after your death. Your surviving wife is your wife at the time of your retirement pension beginning date. The amount of the reduction depends on your expected life span and your spouse's expected life span.

Example

A Player with benefit credits totalling \$1,630 and a wife five years younger than him elects to have his retirement benefits begin on his 55th birthday in the form of a Qualified Joint and Survivor Annuity. He will get \$1,462.11 a month for his lifetime. When he dies, his wife will continue to collect 50% of his pension (\$731.06) for as long as she lives.

- **Life-Only Pension With Social Security Adjustment.** If you have a Credited Season before the 1993 Plan Year, you may receive your pension under this option. This option takes into account the amount you are expected to receive from Social Security. Initially, starting at your retirement date, you will receive higher monthly payments from the Retirement Plan. You will continue to receive this higher amount until you are eligible for Social Security payments. Then, your payments from the Retirement Plan will be reduced. Your payments will not be less than \$50 after you are eligible for Social Security payments. That way, the amounts you'll receive from Social Security, plus the reduced payments from the Retirement Plan, will be approximately equal to the pension you were receiving before your Social Security payments started.

Example

A Player with benefit credits totalling \$1,630 elects to have his retirement benefits begin on his 55th birthday in the form of a Life-Only Pension With Social Security Adjustment. Based on the 1998 Social Security schedule, he expects to receive \$1,108.70 each month under the Social Security Act beginning at age 62. The Player will receive \$2,183.13 each month from the Retirement Plan until age 62. He will then receive \$1,074.43 each month from the Retirement Plan for his lifetime.

Retirement Benefits

- **Life and Contingent Annuitant Pension.** Basically, this form of payment works the same way as the Qualified Joint and Survivor Annuity form. It pays a reduced monthly pension during your lifetime. (The amount of the reduction depends on your and your beneficiary's expected life spans when you retire, as well as the percentage of your benefit that the beneficiary will receive.)

When you die, the percentage of this pension you select—100% or less—will be paid to the beneficiary you choose, if the beneficiary survives you. Your beneficiary must be either your wife, parent, child, brother, sister or other person who is your *Dependent*, as determined by the Retirement Board.

If your beneficiary is someone other than your wife, the actuarial value of the benefits payable to your beneficiary cannot exceed 50% of the actuarial value of the benefits payable over the assumed combined lifetimes of yourself and your beneficiary. Also, you must obtain spousal consent (as described above) if you elect a beneficiary other than your wife.

Example

A *Player* with benefit credits totalling \$1,630 elects to have his retirement benefits begin on his 55th birthday in the form of a Life and Contingent Annuitant Pension, with 75% of his benefits to be paid to his sister if he dies first. The *Player* is 10 years older than his sister. The *Player* will receive \$1,354.53 each month for his lifetime. After he dies his sister will receive 75% (\$1,015.90) each month for as long as she lives.

- **Life and 10-Year Certain Pension.** This option gives you monthly pension payments for life, with 10 years of payments guaranteed. If you die before 10 years are up, your beneficiary will continue to receive the same monthly payments during the guaranteed period.

If you choose this form of payment, your monthly pension will be reduced to provide for the 10-year guarantee. The amount of the reduction depends on your expected life span when payments begin.

Example

A *Player* with benefit credits totalling \$1,630 elects a normal retirement pension in the form of a Life and 10-Year Certain Pension. He will receive a retirement benefit of \$1,548.50 each month for his life. If the *Player* dies after his 65th birthday (10 years after his payments begin), no additional monthly payments will be made. However, if the *Player* dies before his 65th birthday, say on his 64th birthday, additional monthly payments of \$1,548.50 each will be paid to the *Player's* beneficiary until the 10-year period expires.

May You Receive an Early Payment Benefit Before You Retire?

If you have a *Credited Season* prior to the 1993 *Plan Year*, and you left football on or after March 1, 1977, you may request an Early Payment Benefit that is the actuarial equivalent of 25% of your total benefit credits. You may choose to receive your Early Payment Benefit as a Lump Sum, a Life-Only Pension, or a Qualified Joint and Survivor Annuity. (See discussion of forms of payment above.) Under federal law, if you are married, your spouse must give written approval of the payment to you of this benefit, unless you elect to have it distributed in the form of a Qualified Joint and Survivor Annuity. The approval must be witnessed by a notary public.

Important Note: By electing this "Early Payment Benefit" you permanently reduce by 25% the amount of any retirement, disability or death benefits that may be payable to you or your beneficiaries. **Make sure that you carefully consider this reduction before electing an Early Payment Benefit.**

When Are You Eligible for Disability Benefits?

The Retirement Plan provides two kinds of disability benefits—total and permanent disability benefits and line-of-duty disability benefits.

To receive either type of disability benefit, you must file an Application for Disability Benefits form with the Plan's Administrative Offices. This form is available from the Plan's Administrative Offices. For line-of-duty disability benefits, you must submit the form within forty-eight (48) months after you cease to be an *Active Player*. This application period will be extended for any period of time that the Retirement Board finds you to have been physically or mentally incapacitated in a manner that substantially interferes with the filing of your claim.

In general, for claims for benefits received on and after November 1, 1998, total and permanent disability benefits will not be payable with respect to any month that precedes by more than 42 months the date the Plan Director first receives a written application or similar letter requesting such benefit.

Total and Permanent Disability Benefits

If you are totally and permanently disabled, you may be able to receive a total and permanent disability benefit from this Retirement Plan if:

- You are an *Active Player* or an inactive *Vested Player*, and
- You are not receiving retirement benefits and have not reached age 55.

For periods on and after July 1, 1993, you are totally and permanently disabled if the Retirement Board determines that you are substantially prevented from or substantially unable to engage in any occupation or employment for remuneration or profit. Also, for periods on and after July 1, 1993, you will not be considered to be able to engage in any occupation or employment for remuneration or profit merely because you are employed by the NFL or a Club, manage personal or family investments, are employed by or associated with a charitable organization, or are employed out of benevolence. You are not totally and permanently disabled as a result of a disability suffered while in the military service of any country.

For total and permanent disability benefits to be awarded and continued, you may be required to have physical examinations by physicians selected by the Retirement Board. You must pay for your first physical examination, but the Retirement Plan will reimburse you if you qualify for disability benefits. You also may be required to submit to further examinations as necessary for an adequate determination of your condition. You must submit to any required physical examination to be eligible for total and permanent disability benefits.

Special total and permanent disability rules that are more restrictive apply if a previous application by you for total and permanent disability benefits that is related to your present disability was denied before May 6, 1993. Special rules also apply for periods prior to July 1993. For example, prior to July 1993, the standard for total and permanent disability was different, the categories of total and permanent disability were different, and the amount of those benefits was different. Further information about your eligibility for disability benefits under these rules and their applicability to your particular situation may be obtained from the Plan's Administrative Offices.

Disability Benefits

Line-of-Duty Disability Benefits

You may be entitled to a line-of-duty disability benefit if, as an *Active Player*, you incur a "substantial disablement arising out of NFL football activities." The benefit is payable monthly as of the first day of the month following the date of the disability. Payment continues for the duration of your disability, but not for longer than ninety (90) months.

A "substantial disablement" is a permanent disability that:

- Results in a partial bodily disability of 50% or more, or the loss of 50% or more of speech or sight; or 50% or more loss of neck or back; or
- Results in 55% (or, if you are a *Pre-1993 Player*, 60%) or more loss of use of hearing or an arm, shoulder, leg or hip; or
- Results in 70% (or, if you are a *Pre-1993 Player*, 80%) or more loss of use of hand, wrist, elbow, foot, ankle or knee; or
- Is the primary or contributory cause of the surgical removal or major functional impairment of a vital bodily organ or part of the central nervous system.

A line-of-duty disability "arises out of NFL football activities" if it results from any NFL game (including a pre-season or post-season NFL game, or any combination thereof), or out of NFL football activities supervised by a Club, including all required or directed activities. A line-of-duty disability is not caused by NFL football activities if it results from other employment or athletic activity for recreation, or if it would not qualify for benefits but for an injury (or injuries) or illness that arises out of activities other than NFL football activities.

A line-of-duty disability will be considered permanent if it has persisted or is expected to persist for at least 12 months from the date of its occurrence and if you are not an *Active Player*.

Eligibility for line-of-duty disability benefits is determined by the Retirement Board. To aid in considering your initial eligibility, the Retirement Board may require you to be examined by a physician it has approved. The doctor's report will be filed with the Retirement Board. Any such examination is to be paid for initially by the *Player*. If you qualify for a line-of-duty disability benefit, the Retirement Plan will then reimburse you for the cost of the examination. Any required subsequent examination to determine your continuing eligibility (not more than one each 6 months) will be paid for by the Retirement Plan.

Special rules apply to *Players* who do not have a *Credited Season* after 1992. For example, such *Players* must generally apply for line-of-duty benefits within thirty-six (36) months after ceasing to be an *Active Player*.

Appointment of Board-Certified Physicians

The Retirement Plan provides for the appointment of board-certified physicians to evaluate medical aspects of a *Player's* disability application. Three members of the Retirement Board may require a designated board-certified physician to make a final and binding determination if the Retirement Board is deadlocked with respect to a decision as to (1) whether medically you are substantially prevented from or substantially unable to engage in any occupation or employment for remuneration or profit, or (2) whether you meet the requisite percentage disability requirements to be eligible for a line-of-duty disability, discussed above.

What Are Your Total and Permanent Disability Benefits?

Amount

If you are eligible for total and permanent disability benefits (see page 9), the amount of your monthly benefit is the greater of (a) the sum of your benefit credits (described on page 5) for all of your *Credited Seasons*, including, if applicable, the scheduled benefit credit for the *Plan Year* in which the disability occurs, or (b) a minimum benefit that depends on which of the following four categories applies to you:

- **Active Football.** The monthly total and permanent disability benefit will be no less than \$4,000 if the disability results from NFL football activities, arises while the *Player* is an *Active Player*, and causes the *Player* to be totally and permanently disabled "shortly after" the disability first arises.
- **Active Nonfootball.** The monthly total and permanent disability benefit will be no less than \$4,000 if the disability does not result from NFL football activities, but does arise while the *Player* is an *Active Player*, and does cause the *Player* to be totally and permanently disabled "shortly after" the disability first arises.
- **Football Degenerative.** The monthly total and permanent disability benefit will be no less than \$4,000 if the disability arises out of NFL football activities, and results in total and permanent disability before the later of (1) age 45 or (2) 12 years after the end of the *Player's last Credited Season*.
- **Inactive.** The monthly total and permanent disability benefit will be no less than \$1,500 if (1) the total and permanent disability arises from activities other than NFL football activities while the *Player* is an inactive *Vested Player* or (2) the disability arises out of NFL football activities, and results in total and permanent disability after the later of (i) age 45 or (ii) 12 years after the end of the *Player's last Credited Season*. Inactive total and permanent disability benefits will be offset by any disability benefits provided by an employer other than the NFL or a Club, but will not be offset by workers' compensation.

If you qualify for benefits under the "Active Football," "Active Nonfootball" or "Football Degenerative" categories above, you automatically qualify for benefits under the NFL Player Supplemental Disability Plan.

A *Player* who becomes totally and permanently disabled no later than 6 months after a disability first arises will be conclusively deemed to have become totally and permanently disabled "shortly after" the disability first arises, and a *Player* who becomes totally and permanently disabled more than 12 months after a disability first arises will be conclusively deemed not to have become totally and permanently disabled "shortly after" the disability first arises. In cases falling within this 6- to 12-month period, the Retirement Board will determine whether the "shortly after" standard is satisfied.

Psychological and Substance Disabilities

Special rules may apply if your disability is caused by use of, addiction to, or dependence upon (1) a controlled substance, (2) alcohol, or (3) illegal drugs; or if your disability results from a psychological/psychiatric disorder. In general, beginning November 1, 1998, such disabilities are not eligible for benefits under this Plan or the Supplemental Disability Plan in the "Active Football" and "Football Degenerative" categories.

The term "illegal drugs" includes all drugs and substances (other than alcohol and controlled substances) taken in violation of law or NFL policy. The term "controlled substance" is defined by federal law, and includes certain drugs that may be lawfully prescribed by a licensed physician.

Disability Benefits

Disabilities caused by the use of a controlled substance may qualify for benefits in the "Active Football" or "Football Degenerative" categories if the requirements of either of these categories are otherwise met and (1) such use, addiction, or dependence results from the substantially continuous use of a controlled substance that was prescribed for NFL football activities or for injuries or illness arising out of NFL football activities while you are an *Active Player*, and (2) an application for total and permanent disability benefits is received based on such use of, addiction to, or dependence upon a controlled substance no later than eight (8) years after the end of your last *Credited Season*.

A total and permanent disability resulting from a psychological/psychiatric disorder also may qualify for benefits in the "Active Football" or "Football Degenerative" categories if the requirements of either of these categories are otherwise met and the psychological/psychiatric disorder either (1) is caused by or relates to a head injury (or injuries) sustained in NFL football activities; (2) is caused by or relates to the use of a substance prescribed by a licensed physician for an injury (or injuries) or illness arising out of NFL football activities; or (3) is caused by an injury (or injuries) or illness that otherwise qualified you for the "Active Football" category of total and permanent disability benefits.

Please refer to the Retirement Plan document if you desire an exact definition of the rules in these areas.

Classification Rules

As long as you remain totally and permanently disabled, you will continue to receive total and permanent disability benefits under the category for which you first qualify, unless you present evidence for reclassification that the Retirement Board finds to be clear and convincing.

A *Player's* total and permanent disability benefit will not be retroactively reclassified or increased for periods of time prior to forty-two (42) months before the Plan's Administrative Offices receive a written application or similar letter requesting the reclassification or increase. In determining the appropriate classification under the above four categories of a *Player* who is totally and permanently disabled, it will be conclusively presumed that the *Player* was not totally and permanently disabled for all periods of time prior to forty-two (42) months before the Plan's Administrative Offices receive the written application or similar request that results in the award of a benefit. These forty-two (42)-month limitation periods will be extended for any period of time that the Retirement Board finds you to have been mentally or physically incapacitated in a manner that substantially interferes with the filing of your claim.

Benefits for Dependents

In addition to your total and permanent disability benefits, \$100 a month will be paid to you during your period of disability for each *Dependent* child. Payment will stop when the child is no longer a *Dependent*.

Payment and Duration

You will begin to receive your monthly total and permanent disability benefit on the first day of the month after a 6-month waiting period measured from the date of your disability, retroactive to the first day of the month following the date of your disability. Your monthly benefit will continue to be paid on the first day of each month that you remain totally and permanently disabled.

The Retirement Board may require you to submit to reexaminations, at the expense of the Retirement Plan, but not more frequently than once every 6 months. If the Retirement Board determines that your disability no longer qualifies as a total and permanent disability, your benefits will stop. If you should then become totally and permanently disabled for a second period of time, the classification and amount of your second benefit will be determined without regard to any prior periods of disability.

The *Dependent* child portion of your monthly total and permanent disability benefit will end when the child is no longer a *Dependent*. All of your total and permanent disability benefits, including the *Dependent* child benefit, will end when you die. Also, all of your total and permanent disability benefits will end if the Retirement Board determines that you are no longer totally and permanently disabled.

If you or a representative submits false information and, as a result, you receive amounts under the NFL Player Supplemental Disability Plan to which you are not entitled, any further disability benefits payable to you or any beneficiary (including a *Dependent* or alternate payee) under this Plan will be reduced by the amount of the overpayment from the NFL Player Supplemental Disability Plan, plus interest at the rate of 6% per year.

What Are Your Line-of-Duty Disability Benefits?

Amount

If you are eligible for line-of-duty disability benefits (see pages 9–10), your benefits will equal the greater of:

- 100% of your benefit credits for *Credited Seasons* (see pages 3–5) as of the date the disability occurs (including the benefit credit for the *Plan Year* in which the disablement occurs), or
- \$1,000 a month.

Payment and Duration

You will begin to receive your monthly line-of-duty disability benefit as of the first day of the month following the date your disability qualifies as a "substantial disablement." Your benefits will continue as long as your disability qualifies as a "substantial disablement," but not for longer than ninety (90) months. The Retirement Board may require you to submit to reexaminations, at the expense of the Retirement Plan, but not more frequently than once every 6 months. If the Retirement Board determines that your disability no longer qualifies as a "substantial disablement," your benefits will stop.

Can You Receive Both the Line-of-Duty Disability Benefit and the Total and Permanent Disability Benefit at the Same Time?

No, but if you qualify for both benefits, you will automatically receive whichever one is the higher benefit; and after the line-of-duty disability benefit payment expires, you will receive any total and permanent disability benefits for which you qualify at that time.

What About Your Entitlement to the Other (Non-Disability) Retirement Plan Benefits After Your Disability Benefits Expire?

If you are a *Vested Player* who has collected disability benefits, all other (non-disability) Retirement Plan benefits to which you are entitled—for example, pension, death, and survivor protection, and optional forms of payment—will apply as provided under the Retirement Plan. These benefits are in addition to whatever disability benefit you may be entitled to receive, although you would not, of course, receive both a pension benefit and a disability benefit for the same period of time.

Disability Benefits

What Happens to Your Total and Permanent Disability Benefit When You Reach Age 55?

If you are totally and permanently disabled when you reach your normal retirement date (the first of the month after your 55th birthday), your disability benefits will be converted to a retirement benefit. Your monthly retirement benefit, however, will not be less than the actuarial equivalent of the monthly total and permanent disability benefit that you were receiving when you reached age 55. This retirement benefit will be paid in the form of a Life-Only Pension if you are single or in the form of a Qualified Joint and Survivor Annuity if you are married, unless you elect one of the other forms of payment discussed earlier in this booklet. If the Retirement Board determines you are no longer totally and permanently disabled after you have reached your normal retirement date, the sum of your benefit credits will be substituted for your previous disability benefit, and your monthly retirement benefit will not be more than the actuarial equivalent of the sum of your benefit credits.

After conversion of your total and permanent disability benefit to a retirement benefit, you still will continue to receive a monthly \$100 *Dependent* child benefit for as long as you remain totally and permanently disabled and continue to have a *Dependent* child.

How Are Your Wife and Children Protected When You Die?

If you die before you begin receiving retirement benefits, your surviving wife or minor children may qualify for a widow's and surviving children's death benefit, or your surviving wife may qualify for a spouse's pre-retirement death benefit. A child is a minor child until he or she reaches age 19 (or age 23 if in college), or continuously if mentally or physically incapacitated. For either form of death benefit, your surviving wife or children (or their representative) must submit a Death Benefit Application form. This form can be obtained from the Plan's Administrative Offices.

If both a widow's and surviving children's death benefit and a spouse's pre-retirement death benefit might be payable, your surviving wife may elect to receive one or the other, but not both, of these death benefits. Prior to her election, the Plan's Administrative Offices will provide your surviving wife with an explanation of the terms and conditions of the two death benefits and the financial effect of the election of one benefit over the other.

Widow's and Surviving Children's Death Benefit

If you die before your retirement benefits begin, and if you were, at the time of your death:

- An *Active Player*, or
- Qualified for disability benefits and younger than age 55, or
- An inactive *Vested Player* who became vested based solely on *Credited Seasons* (and without counting *Years of Service* that were not also *Credited Seasons*),

then you will be covered by the widow's and surviving children's death benefit, unless your last *Credited Season* was before 1974 and you have exactly four *Credited Seasons* (see "What Special Rules Apply to Certain Players?" on page 17).

If you are survived by your wife, she will receive a monthly benefit payment, starting on the first day of the month after your death. Payments will continue until the earlier of the first of the month in which she dies or the first of the month in which she remarries.

If you have no surviving wife, or if your wife remarries or dies after beginning to receive this benefit, your surviving minor children will receive the monthly widow's and surviving children's death benefit, divided equally among your qualifying children.

The amount of the monthly widow's and surviving children's death benefit will be the larger of 50% of your total benefit credits (if you die after reporting to at least one official pre-season training camp or official practice session during a *Plan Year*, the scheduled benefit credit for that *Plan Year* will be included), or \$1,200. Also, the amount of this monthly benefit might be temporarily increased for the first 48 months following your death. If you were an *Active Player* after March 31, 1977, the monthly benefit for the first 48 months following your death will be at least \$2,000. If you were an *Active Player* after March 31, 1982, the monthly benefit for the first 48 months following your death will be at least \$3,000.

When Death Occurs

Pre-retirement Death Benefit

If you are a *Vested Player* and die before your retirement benefit payments under the Retirement Plan begin, your wife is automatically eligible to receive the pre-retirement death benefit.

If payable, this monthly death benefit will normally commence on the first day of the month in which you would have attained age 55, and it will continue for your widow's lifetime. However, if you had a *Credited Season* prior to the 1993 *Plan Year*, your widow may elect to receive an actuarially reduced benefit as early as when you would have attained age 45. The monthly benefit to be paid to your widow equals 50% of the benefit you would have received had you elected the *Qualified Joint and Survivor Annuity* form of payment discussed earlier and begun receiving benefits on the later of the day before you died, or age 55 (or 45, if applicable).

Death Benefits After Retirement Benefits Have Begun

If you die *after* you begin receiving retirement benefits, your wife, children or other beneficiaries will continue receiving benefits only if the form of retirement benefits you are receiving provides for continued payments. For example:

- **Life-Only Pension.** No payments will continue after your death.
- **Qualified Joint and Survivor Annuity.** Payments will continue to your surviving spouse after your death.
- **Life-Only Pension With Social Security Adjustment.** No payments will continue after your death.
- **Life and Contingent Annuitant Pension.** Payments will continue to your surviving named beneficiary after your death.
- **Life and 10-Year Certain Pension.** If you die before receiving payments for 10 years, payments will continue to your beneficiary after your death for the remainder of the 10 years. Otherwise, no payments will continue after your death.

What Special Rules Apply to Certain Players?

If your last *Credited Season* was before 1974, you were alive on June 1, 1998, and you have exactly four *Credited Seasons*, you are only entitled to retirement benefits under the Retirement Plan; you are not entitled to disability benefits under this Retirement Plan or the NFL Player Supplemental Disability Plan. In addition, you may not commence receiving benefits prior to June 1, 1998, and your benefit will be actuarially increased only if you commence benefits after the later of normal retirement age (age 55) or June 1, 1998.

Benefit credits for *Credited Seasons* prior to 1959 will, in general, not be paid with respect to any period prior to April 1, 1994, and your benefits will not be actuarially adjusted if you commence benefits after normal retirement age (age 55).

Who Makes Contributions in Support of the Retirement Plan?

All contributions toward the cost of the Retirement Plan are made to a trust fund by the member Clubs of the NFL. No Player or other *Employee* of any member Club of the NFL makes contributions in support of the Retirement Plan.

All contributions to the trust fund will be used to provide the benefits under the Retirement Plan and to pay for investment management and administrative costs. Contributions will be made to the trust fund as actuarially determined to be necessary to fund benefits, as required by applicable law.

May IRS Rules Limit Your Retirement Benefits?

In certain circumstances, IRS rules may limit the benefits payable to you under the Retirement Plan. In general, these limits provide that an annual Retirement Plan benefit cannot exceed the lesser of a specific amount that is adjusted for inflation (\$130,000 for 1999, payable at your Social Security retirement age), or your highest average annual salary.

How Are Your Retirement Plan Benefits Taxed?

The tax rules that apply to Retirement Plan distributions are quite complex. Because of this complexity, you should contact your tax advisor to determine exactly how your benefits will be taxed. The Retirement Plan is not in a position to provide legal or tax advice. However, general information about some of the more important federal tax rules is provided below.

Income Tax on Distributions

In general, the full amount of each payment you receive will be taxable in the year that you receive it. Also, your beneficiary generally will be taxed on any distribution of benefits received on account of your death.

Other Possible Taxes

If you receive a lump-sum payment from the Retirement Plan before you reach age 59½ (such as an early payment benefit), the distribution is generally subject to an additional tax of 10%. The additional tax does not apply to any portion of a lump-sum distribution that is rolled over to another plan or Individual Retirement Account (IRA), as discussed below.

Direct Rollovers

You may delay current taxation of any portion of a lump-sum distribution paid to you by making a direct rollover of that portion to an IRA or another qualified retirement plan that accepts direct rollovers. Federal withholding of 20% applies to the portion of your lump-sum distribution that is not directly rolled over. If you elect one of the other forms of payment for your retirement benefits, each payment is subject to federal withholding based on the amount of the payment, unless you elect no amount to be withheld. The Plan's Administrative Offices will provide you with additional information on the withholding rules for Retirement Plan distributions when you elect to receive your benefits.

DIVORCED

What Happens to Your Benefits if You Are Divorced?

Although you generally may not assign your Retirement Plan benefits to another person, your benefits may be assigned in certain situations involving divorce or in accordance with other orders issued by a domestic relations court. For example, as part of a divorce, a judge may issue an order that divides your retirement benefits between you and your former wife as determined by that judge. Federal law requires that this kind of order, called a "Qualified Domestic Relations Order" or "QDRO," must meet certain requirements before the Retirement Plan may recognize it and pay benefits based on it. For example, a QDRO must be specific as to the division of benefits, must not require benefits to be paid in any form not provided for in the Retirement Plan, and must clearly identify the Retirement Plan and the parties involved. You may obtain a copy of the Plan's QDRO procedures free of charge from the Plan's Administrative Offices.

If you are involved in a divorce action and your retirement benefits will be divided with your former spouse, you should contact the Plan's Administrative Offices for assistance.

What Else Do You Need to Know About Your Retirement Plan?

Administration and Type of Plan

The Retirement Plan is a defined benefit multiemployer pension plan that also provides disability and death benefits. The Retirement Plan is administered by the Retirement Board, which is a joint Board of Trustees. The Retirement Board has six voting members, three of whom are selected by the NFLPA and three of whom are selected by the NFL Management Council. The Commissioner of the NFL is a nonvoting member. The following individuals are currently on the Retirement Board:

Chairman

Paul Tagliabue
Commissioner
National Football League
280 Park Ave.
New York, NY 10017

Management Members

William V. Bidwill*
President
Arizona Cardinals
8701 S. Hardy Drive
Tempe, AZ 85284-2801

Eddie J. Jones
President
Miami Dolphins
7500 SW 30th St.
Davie, FL 33314

Taylor Smith
President
Atlanta Falcons
One Falcon Place
Suwanee, GA 30024

Player Members

Tom Condon*
President
International Management Group, Football
801 W. 47th St., Suite 200
Kansas City, MO 64112

Jeff Van Note
Bert Bell/Pete Rozelle NFL Player Retirement Plan
200 St. Paul Place, Suite 2420
Baltimore, MD 21202-2040

Leonard Teeuws
Bert Bell/Pete Rozelle NFL Player Retirement Plan
200 St. Paul Place, Suite 2420
Baltimore, MD 21202-2040

*Vice Chairmen

Important Facts

The Retirement Board has absolute discretion and authority to interpret the Retirement Plan and review claims for benefits. Any matter on which the Retirement Board is deadlocked may be referred to an arbitrator. The day-to-day administration of the Retirement Plan, on behalf of the Retirement Board, occurs at the following address:

Bert Bell/Pete Rozelle NFL Player Retirement Plan
200 St. Paul Place, Suite 2420
Baltimore, MD 21202-2040
800-638-3186

Plan Amendment or Termination

The Retirement Board intends to continue the Retirement Plan as described in this booklet indefinitely. Nevertheless, the voting members of the Retirement Board have the power, by majority vote, to terminate or generally amend the Retirement Plan at any time, subject to certain limitations stated in the Retirement Plan document, and subject to the provisions of the 1993 CBA and any extensions thereto. The NFLPA and the NFL Management Council, when acting jointly, also have the power to make certain amendments to the Retirement Plan. However, no amendment may reduce the value of any benefit already earned and otherwise payable under the Retirement Plan. The official Retirement Plan document contains more specific rules regarding amendment or termination of the Retirement Plan.

In the event of Retirement Plan termination, you will not earn any further benefits under the Retirement Plan. However, the benefits that you have already earned will become vested, that is, nonforfeitable, to the extent your benefits can be funded by the Retirement Plan assets allocated to such benefits.

No assets will be used for any purpose other than to pay benefits to *Players* (or their families, beneficiaries or dependents), or to pay the costs of administering the Retirement Plan. If there are not enough assets to pay for all the benefits described in the Retirement Plan after providing for the expenses of termination, the remaining assets will be allocated as required by law. If there are more than enough assets available to pay the expenses of termination and fund all of the benefits described in the Retirement Plan, the remaining surplus may be distributed to *Players* or their beneficiaries. No Retirement Plan assets may be paid to the NFL or any Club.

Plan Assets

The Retirement Plan's assets are held in trust by the Trustee and are invested at the direction of the Retirement Board and the independent investment managers appointed by the Retirement Board.

How to Apply for Benefits

Please call or write to the Plan's Administrative Offices to request an application form:

Bert Bell/Pete Rozelle NFL Player Retirement Plan
200 St. Paul Place, Suite 2420
Baltimore, MD 21202-2040
Attn: Retirement Board
800-638-3186

Assignment of Benefits

With one exception, you cannot transfer, assign or pledge your benefits under the Retirement Plan. The exception is a Qualified Domestic Relations Order, which is described in the section about divorce on page 20.

Appeal Procedures

The Retirement Board ordinarily will reach a decision on a benefit claim within 90 days after it is submitted, although in some cases the decision may take up to an additional 90 days. You will be notified in writing if the decision time is extended beyond the initial 90-day period. If your claim is denied, the specific reasons for the denial will be provided to you in writing. If you receive a notice of a decision on your benefits that you want reviewed, you have to make this request in writing to the Retirement Board at the Plan's Administrative Offices within 60 days of receiving such notice.

You can request to examine pertinent documents, and you also can submit issues or comments in writing to the Retirement Board. The Retirement Board ordinarily will make a decision with respect to your request for review at its next meeting, or at its second meeting following receipt of your request for review if your request is received less than 30 days before the next meeting. However, if special circumstances exist, such as the need to obtain further clarifying information, review may be delayed but will be made by no later than the third Retirement Board meeting following receipt of your request for review. The Retirement Board will send you a written notice that will include specific reasons for its decision on review and refer to the provisions of the Retirement Plan on which the decision was based.

Information—Your ERISA Rights

In addition to what the Retirement Board and the Clubs have done to ensure that the Retirement Plan's benefit promises are fulfilled, as a participant in the Retirement Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act ("ERISA") passed by Congress in 1974. ERISA provides that all plan participants are entitled to:

- Examine without charge at the Plan's Administrative Offices all official Retirement Plan documents, including the annual financial report, the 1993 CBA and any extensions thereto, and any other documents filed with the US Department of Labor. You can get copies of these Retirement Plan documents if you ask in writing. The Plan's Administrative Offices may charge you a reasonable fee for the copies.
- Receive a summary of the Retirement Plan's annual financial report. The Retirement Board is required to give you a copy of this Summary Annual Report every year.
- Obtain by written request a statement of your benefits under the Retirement Plan once each year at no cost to you. This statement will show whether or not you are vested. If you are vested, the statement will show the benefit you will receive on your normal retirement date (age 55). If you are not vested, the statement will tell you how many more years you must work in the NFL to become vested. You must request this statement in writing, and it is only required to be provided once per year.
- Obtain by written request to the Plan's Administrative Offices a complete list of employers and employee organizations sponsoring the Retirement Plan. The list also is available for examination at the Plan's Administrative Offices. In addition, you may obtain by written request to the Plan's Administrative Offices information as to whether a particular employer or employee organization is a Retirement Plan sponsor and, if so, the sponsor's address.

Important Facts

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Retirement Plan. The Retirement Board members and anyone else with responsibility for managing or operating the Retirement Plan, called "fiduciaries" of the Retirement Plan, have a duty to do their job prudently and in your interest and in the interest of all the other Retirement Plan participants and beneficiaries. No one—neither your employer, your union, nor any other person—may terminate your employment or in any way discriminate against you to prevent you from obtaining a retirement benefit or exercising your rights under ERISA. If your claim for a retirement benefit is denied in whole or in part, you have the right to receive a written explanation of the reason for the denial. You have the right to have the Retirement Board review and reconsider your claim. And, under ERISA, there are steps you can take to exercise these rights.

For instance, if you ask for materials from the Plan's Administrative Offices and do not receive them within 30 days, you can file suit in a federal court. In such a case, the court may require the Retirement Board to provide the material. In addition, the court may impose a fine of up to \$110 a day on the Retirement Board, payable to you, unless you did not get the materials because of some reason beyond the control of the Retirement Board.

If you have a claim for benefits that is denied or ignored in whole or in part, you may file suit in a state or federal court. If the Retirement Plan fiduciaries misuse the Retirement Plan's money, or you are discriminated against for asserting your rights, you may seek assistance from the US Department of Labor. You may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the court decides in your favor, it may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim frivolous. If you have any questions about your Retirement Plan, you should contact the Retirement Board by writing or calling the Plan's Administrative Offices. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, US Department of Labor, as listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, US Department of Labor, 200 Constitution Ave. NW, Washington, DC 20210.

PBGC Insurance

Your pension benefits under this Retirement Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Retirement Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people will receive all of the pension benefits they would have received under this Plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) normal and early-retirement benefits; (2) disability benefits if you become disabled before the Plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the Retirement Plan terminates; (2) some or all of benefit increases and new benefits based on Retirement Plan provisions that have been in place for fewer than 5 years at the time the Retirement Plan terminates; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the Retirement Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Retirement Plan's normal retirement age; and (6) nonpension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your plan has and how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K St. NW, Suite 930, Washington, DC 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through PBGC's web site on the Internet at <http://www.pbgc.gov>.

Your Obligations

In your own interest and your family's, three steps are suggested: (1) learn about your Retirement Plan so that you are aware of its benefits, and take them into account in your other financial plans for retirement security; (2) direct any and all inquiries—by telephone or in writing—about the Retirement Plan and your status under the Retirement Plan, including any application for benefits, to the Plan's Administrative Offices; and (3) be sure to keep the Plan's Administrative Offices informed of your current address (a change of address card is provided at the front of this booklet).

Other Important Facts About the Retirement Plan

Plan Administrator

Retirement Board
Bert Bell/Pete Rozelle NFL Player Retirement Plan
200 St. Paul Place, Suite 2420
Baltimore, MD 21202-2040

The agent for service of legal process is the Retirement Board, the joint Board of Trustees for the Retirement Plan. Service of legal process also may be made on each individual member of the Retirement Board.

Trustee

Chase Manhattan Bank
Chase MetroTech Center
Brooklyn, NY 11245

Union

The National Football League Players Association
2021 L St., NW
Washington, DC 20036

Representative of the Employers

NFL Management Council
280 Park Ave.
New York, NY 10017

Employer Identification Number (EIN) Assigned to the Retirement Board

#13-6043636

Plan Number

001

Plan Year

Records for the Retirement Plan are maintained on a *Plan Year* basis that begins on April 1 and ends on the following March 31. A *Plan Year* is identified by the calendar year in which it begins.

Please Note

This summary is intended to describe in general terms the essential features of your Retirement Plan. Every effort has been made to make sure that the information contained in this summary is correct; however, in the case of any discrepancy, the provisions of the actual Retirement Plan and Trust will govern. Your rights to benefits can be determined only by official action of the Retirement Board.

Appendix

Definitions

Active Player. You are an *Active Player* if (i) you are obligated to perform football-playing services under a contract with a Club, or (ii) for purposes of qualifying for total and permanent disability benefits, you are no longer obligated to perform football-playing services under a contract with a Club, but you are between the period beginning when your last contract expired or you were terminated for any reason, and ending on the later of the July 15 following the beginning of the period or the first day of pre-season training camp.

Credited Season. You earn a *Credited Season* for each *Plan Year* in which (i) you are an *Active Player* on the date of three or more regular-season or post-season NFL games (except the Pro Bowl), not including game dates when you were on the former Future List; (ii) after April 1, 1970, you are injured in the course and scope of your employment for a Club and by reason of your injury you receive payment equivalent to your salary for three or more games (when added to the number of your games as an *Active Player* for the *Plan Year*); (iii) after you report to at least one official pre-season training camp or official practice session during a *Plan Year*, you die, become totally and permanently disabled under the Retirement Plan through an Active Football or Active Nonfootball disability, or incur a disability that subsequently qualifies for a line-of-duty disability benefit under the Retirement Plan; or (iv) you are absent from employment by a Club while serving in the Armed Forces of the United States, but only if you return as an *Active Player* by the later of 90 days (or a longer period prescribed by applicable law) or the opening of the official pre-season training camp, and you satisfy all other conditions for mandatory crediting of service prescribed by applicable law. Effective June 1, 1993, a *Credited Season* also means a *Plan Year* during the period from April 1, 1941 through March 31, 1947, and a *Plan Year* during the period April 1, 1950 through March 31, 1955, in which you were absent from employment by a Club while serving in the Armed Forces of the United States if (i) during the 1-year period ending on the date you entered military service, you either played professional football for a Club or signed a contract (or similar document) to play football for a club, and (ii) for *Plan Years* during the period from April 1, 1941 through March 31, 1947, you were alive on June 6, 1994, and for *Plan Years* during the period April 1, 1950 through March 31, 1955, you were alive on May 1, 1996. *Credited Seasons* under the preceding sentence are granted only to the extent necessary for you to become a *Vested Player*. You cannot earn more than one *Credited Season* during a *Plan Year*. A *Credited Season* is identified by the calendar year in which it begins.

Dependent. Your *Dependent* is a person for whom a personal exemption deduction is allowable under Internal Revenue Code section 151, without regard to (i) your income, (ii) whether the personal exemption deduction is allowable to or used by another person, or (iii) whether you are divorced and/or have entered into a multiple support agreement with respect to such person.

Employee. You are an *Employee* if you are employed by a Club as an *Active Player*, or if you are otherwise employed by a Club or an affiliate of a Club (that is, an entity in a controlled group with, under common control with, or in an affiliated service group with, a Club) and your employment immediately precedes or immediately follows, without interruption, employment as an *Active Player*.

Hour of Service. An *Hour of Service* is any hour for which you, as an *Employee*, are paid or entitled to payment (including hours for which back pay is either awarded or agreed to by a Club). In general, an *Hour of Service* is also any hour that you're not working but are paid or entitled to payment from a Club due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. However, you will not earn more than 501 *Hours of Service* for any single continuous period of paid time during which you were not working. Also, you cannot earn *Hours of Service* for time you do not work but are paid solely as a result of workers' compensation, unemployment compensation, or disability insurance laws, or as reimbursement for medical or medically related expenses.

Appendix

Plan Year. Records for the Retirement Plan are maintained on a *Plan Year* basis that begins on April 1 and ends on the following March 31. A *Plan Year* is identified by the calendar year in which it begins.

Player. You are a *Player* if you are or were employed under a contract by a Club to play football in the NFL and you are or were: (a) on the Active List or the Inactive List (as such lists are or have been defined in the Constitution and By-Laws of the NFL) of a Club; (b) on a Club's roster without being on the Active List by reason of injuries sustained in the Chicago Tribune All-Star Game; (c) injured in the course and scope of your employment for a Club and by reason of such injury paid under such contract for all or part of the *Plan Year* in which the injury occurs or occurred; or (d) on the Move List, or, for the purposes of the disability and death benefits provided under the Retirement Plan, on the Future List of a Club after April 1, 1970 (as such lists have been defined in the Constitution and By-Laws of the NFL).

Pre-1993 Player. The rules of the Retirement Plan relating to line-of-duty disability benefits are different for *Pre-1993 Players* than for other *Players*. You are a *Pre-1993 Player* if you have not earned a *Credited Season* after the 1992 *Plan Year* or you first made application for line-of-duty disability benefits prior to the 1993 *Plan Year*.

Vested Player. You are a *Vested Player* if you: (a) earn five *Credited Seasons*; (b) earn four *Credited Seasons*, including a *Credited Season* after the 1973 *Plan Year*; (c) earn three *Credited Seasons*, including a *Credited Season* after the 1992 *Plan Year*; (d) effective on June 1, 1998, earn four *Credited Seasons*, none of which were after 1972, and you are alive on June 1, 1998; (e) after the 1975 *Plan Year*, are an *Employee* on your normal retirement date; (f) after receiving total and permanent disability benefits under the Retirement Plan, are found to no longer qualify for total and permanent disability; (g) are an *Employee* after the 1975 *Plan Year* and have at least 10 *Years of Service* (only for the purpose of determining retirement benefits or a spouse's pre-retirement death benefit and not for any other purpose); (h) are an *Employee* after the 1988 *Plan Year* and have at least 4 *Years of Service*, at least one of which occurred after the 1988 *Plan Year* and is a *Plan Year* in which the *Employee* did not earn a *Credited Season* (only for the purpose of determining retirement benefits or a spouse's pre-retirement death benefit and not for any other purpose); or (i) are an *Employee* after the 1992 *Plan Year* and have at least 3 *Years of Service*, at least one of which accrued after the 1992 *Plan Year* and is a *Plan Year* in which the *Employee* did not earn a *Credited Season* (only for the purpose of determining retirement benefits or a spouse's pre-retirement death benefit and not for any other purpose). The benefit credits of a *Vested Player* are nonforfeitable, and the benefit credits of a non-Vested *Player* are forfeitable.

Year of Service. You earn a *Year of Service* if you are an *Employee* during a *Plan Year* and you complete at least 1,000 *Hours of Service* or earn a *Credited Season*. But you do not determine whether you have 1,000 *Hours of Service* by simply adding together each actual *Hour of Service*. Instead, you count your 1,000 *Hours of Service* as follows (without regard to whether you actually complete more or less than the number of *Hours of Service* in the day or month indicated):

- From July 1 through January 31, you get 10 *Hours of Service* for each day you complete 1 *Hour of Service*.
- From February 1 through June 30, you get 190 *Hours of Service* for each calendar month in which you complete at least 1 *Hour of Service*.

Note that if you have a *Credited Season* for a *Plan Year*, you will receive credit for a *Year of Service* even if you complete less than 1,000 *Hours of Service* in that *Plan Year*. You cannot be credited for more than 1 *Year of Service* with respect to any *Plan Year*, however.